

PARTIAL ASSIGNMENT OF NOTE

THIS ASSIGNMENT made as of the ____ day of _____, 2017 by and between **John Jalbert, aka John J. Jalbert aka John J. Jalbert, Sr.** of _____ (hereinafter called the "Assignor") and the expression "Assignor" shall include, wherever the context permits, its successors and assigns, to **Conservation Law Foundation, Inc.** a _____ corporation duly organized and existing according to law, with a principal place of business at 62 Summer Street, Boston, MA 02110 (hereinafter called the "Assignee").

WITNESSETH THAT:

Whereas, the Assignor is the Holder of a Mortgage and Note, "Interest-Only Period Fixed Rate Note" ("Note"), from Phoenix Credit Acceptance Corporation, a Massachusetts Corporation with a principal business address of 262 Lowell Street, Methuen, MA, in the amount of Eight Hundred Seventy Thousand and 00/100 (\$870,000.00) Dollars, dated February 25, 2016, a copy of which is attached hereto; and

Whereas, Assignor desires to make a Partial Assignment of the Note to the Assignee in accordance with the terms of a Consent Decree signed by Assignor and Assignee on _____, 2017 (the "Consent Decree") entered into by and between the Assignor and Assignee in the case of *Conservation Law Foundation, Inc. v. John Jalbert d/b/a Methuen Motor Mart Co.*, United States District Court, District of Massachusetts, Case No. 1:13-cv-11955-JGD, in the amount of Sixty-Seven Thousand Two Hundred and 00/100 (\$67,200.00) Dollars to secure said Consent Decree; and

Whereas, the said Note is secured by a Mortgage of the land and buildings and all of the real property located at 469 Merrimack Street, Methuen, MA 01844 ("Premises") and said Mortgage is recorded with the Essex North District Registry of Deeds, on February 26, 2016, as Instrument number 4431 and filed in Book 14544, Page 87; and

Whereas, the Assignor, transfers and makes a Partial Assignment to the Assignee of an interest in said Mortgage and Note of an amount of Sixty-Seven Thousand Two Hundred and 00/100 (\$67,200.00) Dollars of value and interest in the Mortgage and Note.

NOW, THEREFORE, for good and valuable consideration, including but not limited to the Consent Decree, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. The Assignor hereby makes a Partial Assignment to the Assignee of Sixty-Seven Thousand Two Hundred and 00/100 (\$67,200.00) Dollars of said Note to secure the Assignee's position under said Consent Decree.
2. The Assignor hereby makes a Partial Assignment of the said Mortgage to the Assignee, which said Partial Assignment, shall be a separate document for recording and shall be recorded with said Deeds.
3. Payment of the amount of Sixty-Seven Thousand Two Hundred and 00/100 (\$67,200.00) Dollars shall be made in full by the Assignor to the Assignee on or before February 25, 2026.

4. There will be no prepayment penalty should the Assignor prepay the amount due in part or in full.
5. If the Assignor should pay the said Sixty-Seven Thousand Two Hundred and 00/100 (\$67,200.00) Dollars before February 25, 2026, then the Assignor will receive a four and one half (4.5%) percent discount computed and based on when full payment of the total Sixty-Seven Thousand Two Hundred and 00/100 (\$67,200.00) Dollars is made.
6. Should the Assignor not make payment in full by said February 25, 2026, then said Assignor shall be considered in default of the said Consent Decree.

IN WITNESS WHEREOF, the said Assignor executed these presents under seal the day and year first above written.

John Jalbert, Assignor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 2017, before me, the undersigned notary public, personally appeared **John Jalbert**, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state government agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person(s) whose name is signed on this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief and/or acknowledged to me that he/she signed it voluntarily for its stated purpose.

As Notary Public
for the Commonwealth of Massachusetts
My Commission Expires:

PARTIAL ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that on this ____ day of _____, 2017, for valuable consideration, the receipt of which is hereby acknowledged, **John Jalbert, aka John J. Jalbert and John J. Jalbert, Sr.** (hereinafter referred to as the "Assignor") of _____, does hereby grant, bargain, sell, assign, convey, transfer, and set over unto **Conservation Law Foundation, Inc.** (hereinafter referred to as the "Assignee") of 62 Summer Street, Boston, Suffolk County, Massachusetts, part of his right, title, and interest in and to that certain Promissory Note and Mortgage dated February 25, 2016, originally granted by **Phoenix Credit Acceptance Corporation**, a Massachusetts Corporation with a principal business address of 262 Lowell Street, Methuen, Massachusetts, to **John Jalbert**, and providing for repayment of an obligation in the original principal amount of Eight Hundred Seventy Thousand and 00/100 (\$870,000.00) Dollars, payable in monthly installments of Three Thousand Two Hundred Sixty-Two and 50/100 (\$3,262.50) Dollars, beginning on April 1, 2016, with a final balloon payment of Eight Hundred Seventy Thousand and 00/100 (\$870,000.00) Dollars plus all outstanding interest and related charges due on February 25, 2026.

Said Mortgage was recorded on the 26th day of February, 2016, as Instrument Number 4431, in Book 14544, Page 87, with Essex North District Registry of Deeds, Commonwealth of Massachusetts, upon the following described parcel of land, situate as follows:

Beginning at a stake in the EASTERLY line of Merrimack Street at the SOUTHWESTERLY corner of the premises and land of one Borgesi; thence running

NORTHERLY by the EASTERLY line of Merrimack Street in two courses TWO HUNDRED SEVENTY-SIX and 4/10 (276.4) feet to a stake at land of the New England Power Company; thence turning and running

EASTERLY by and along said land of the New England Power Company THREE HUNDRED FORTY-FIVE (345) feet to the Merrimack River; thence turning and running

SOUTHEASTERLY by and along the said Merrimack River TWO HUNDRED SEVENTY-FIVE (275) feet, more or less, to a point at land of one Borgesi, thence turning and running

WESTERLY by and along land of said Borgesi FOUR HUNDRED TWENTY-FIVE (425) feet, more or less, to the stake at the point of beginning.

Meaning and intending to hereby convey a parcel of land together with the buildings thereon shown on a plan of land entitled "Plan of land in Methuen, Mass., to be conveyed to Alton L. Pike by Maria B. Consentino dated November 26, 1947" and recorded with the Registry of Deeds for the North District of Essex at Lawrence as Plan No. 1836. The within premises being shown on said plan as a lot of land together with the buildings thereon marked "Maria B. Consentino" and lying SOUTH of premises conveyed by Maria B. Consentino to the New England Power Company.

Property Address: 469 Merrimack Street, Methuen, Massachusetts 01844

The Assignor represents, covenants, and warrants that there is now owing upon said Promissory Note and Mortgage, without offset or defense of any kind, the principal sum of Eight Hundred Seventy Thousand and 00/100 (\$870,000.00) Dollars, with interest thereon at the rate of four and one-half (4.50%) percent per annum from the date of February 25, 2016.

This Assignment shall pertain only to and assigns to the Assignee, the amount of Sixty-Seven Thousand Two Hundred and 00/100 (\$67,200.00) Dollars, of the said Promissory Note and Mortgage. The payment of such is due and payable to the Assignee on or before February 25, 2026. Should the Assignor pay the amount of Sixty-Seven Thousand Two Hundred and 00/100 (\$67,200.00) Dollars prior to the due date of February 25, 2026, the Assignee shall give a discount on the sum due of four and one-half (4.50%) percent, computed based upon the date full payment of the Sixty-Seven Thousand Two Hundred and 00/100 (\$67,200.00) Dollars is made.

The Assignor acknowledges that he is responsible for the payment in full of the Sixty-Seven Thousand Two Hundred (\$67,200.00) Dollars, , failure of which shall be deemed a breach of the Consent Decree signed by Assignor and Assignee on _____, 2017, entered into by and between the Assignor and Assignee in the case of *Conservation Law Foundation, Inc. v. John Jalbert d/b/a Methuen Motor Mart Co.*, United States District Court, District of Massachusetts, Case No. 1:13-cv-11955-JGD .

By its acceptance of this Partial Assignment, the Assignee agrees to execute any reasonably required assignment instruments back to the order of the Assignor, as may be required to effect full ownership of the residual interest in the Assignor herein, after the payment in full has been received by the Assignee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above stated.

WITNESS:

SIGNED:

John Jalbert, Assignor

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2017, before me, the undersigned notary public, personally appeared **John Jalbert**, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state government agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person(s) whose name is signed on this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief and/or acknowledged to me that he/she signed it voluntarily for its stated purpose.

As Notary Public
for the Commonwealth of Massachusetts
My Commission Expires: